IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.739 OF 2005

IN

SUMMARY SUIT NO.2950 OF 2005

1.Laxmi K.Bhatia & others. ...Plaintiffs

vs.

1.Deepak Shroff & another. ...Defendants.

Mr.Rajesh Singh i/b. Bharat Joshi, for Plaintiffs.

Mr.P.H.Shah, for Defendants.

CORAM: D.K.DESHMUKH,J.

DATED: 13th June, 2006.

P.C.:-

1. The plaintiffs have filed the suit on the basis of two bills of exchange. On behalf of the defendant only two defences have been raised. The first defence is that in the plaint interest is claimed at the rate of 15% per annum, whereas in the summons for judgment the interest is claimed at the rate of 18% per annum. The plaintiffs have filed

affidavit stating that the interest claimed at the rate of 18% per annum in the summons for judgment is a typographical mistake and the plaintiffs claim interest at the rate of 15% per annum. In view of this explanation there is no substance in the first defence. The second defence is that the suit is barred by the Law of Limitation. Admittedly, the last payment of interest was made by a cheque by the defendant on 30.8.2002. The plaint has been lodged on 29.8.2005. Thus from the last date of payment, the suit is within the period of limitation. Thus both the defences raised by the defendants have no substance. The defendants therefore, are not entitled to any leave to defend the suit. As the defendants are not entitled to leave to defend the suit, the suit of the plaintiff has to be decreed. Hence, the summons for judgment is granted. The suit of the plaintiffs is decreed in terms of prayer clause (a) and (b). Refund of Court fees as per rules.